EXHIBIT B

CONSOLIDATED SAAS TERMS, SERVICE LEVEL AGREEMENT, AND TERMS AND CONDITIONS

This Contract is entered by and between the North Carolina Administrative Office of the Courts ("NCAOC"), on behalf of the North Carolina Judicial Branch, and Tyler Technologies, Inc. ("Tyler") (jointly referred to as "the Parties") and is effective as of the date on which it first becomes fully executed by both Parties (the "Effective Date").

WHEREAS, after a competitive procurement process, NCAOC selected Tyler to provide certain Products and services set forth in this Contract, including providing access to Tyler's Software, Products and Cloud Service; and

WHEREAS Tyler desires to provide Products and services under the terms of this Contract in exchange for the good and valuable consideration listed in the Cost Proposal & Payment Schedule and other mutual covenants and promises set forth in this Contract;

NOW THEREFORE, the Parties agree to this Contract consisting of the following documents that are listed in descending order of precedence:

1. Consolidated SaaS Terms, Service Level Agreement, and Terms and Conditions, excluding its Exhibits;
2. Exhibit A, Statement of Work and Schedule A-1, Section 12.0 of Tyler's Response to NCAOC's Request for Proposals (i.e. the Responses to Business Capabilities/Requirements Matrices);
3. Exhibit B, Cost Proposal & Payment Schedule;
4. Exhibit C, Electronic Filing Exhibit;
5. Exhibit D, Merchant Payment Card Processing Exhibit;
6. Exhibit E, First and Second Rounds of Clarification Questions and Responses, incorporated herein by reference;
7. Exhibit F, Remainder of Response to the Request for Proposals, incorporated herein by reference; and
8. Exhibit G, Request for Proposals 02-18055, incorporated herein by reference.

1) DEFINITIONS

a) "Cloud Service" means Software-as-a-Service (SaaS) consisting of system administration, system management, and system monitoring activities that Contractor performs for the Tyler Software including the capability to use Tyler's Software applications initially running on Microsoft AZURE Government Cloud domain infrastructure provided by Tyler. Tyler is responsible for managing, securing, and controlling the underlying cloud infrastructure including network, servers, operating systems, and storage, and individual application capabilities with the exception of

limited user-specific application configuration settings. Cloud Services are also referred to herein as SaaS Services.

b) "Computer" means a Data processing device capable of accepting Data, performing prescribed operations on the Data, and supplying the results of these operations; for example, a device that operates on discrete Data by performing arithmetic and logic processes on the Data, or a device that operates on analog Data by performing physical processes on the Data.

c) "Contract" refers to all of the documents listed in descending order of precedence in the paragraph preceding this Definitions section.

d) "Contract Administrator" shall mean Tyler's Director of Contracts (currently Rob Kennedy-Jensen) and NCAOC's Chief Business Officer (currently Brad Fowler) or their respective designee(s).

e) "Contractor," "Vendor," and "Tyler" refer to Tyler Technologies, Inc.

f) "Data" means recorded information, regardless of form or method of recording.

g) "Deliverables" means those service deliverables itemized in the Cost Proposal & Payment Schedule attached hereto as Exhibit B.

h) "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to NCAOC, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler's maintenance and support services included with this Contract, and the governing functional descriptions for such future functionality will be set forth in the then-current Documentation.

i) "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that Contractor provides or otherwise makes available to NCAOC, including instructions, user guides, manuals and other training or self-help documentation.

j) "Incident" means an unexpected, unintended, or unplanned symptom relating to the use or operation of the Cloud Service or Tyler Software that appears reasonably attributable to an issue within Tyler's responsibility or control under this Contract that may require Support under this Contract. Representative examples of an Incident may include Downtime or a Defect.

k) "Judicial Branch" shall mean the North Carolina Judicial Branch.

l) "Judicial Branch Data" shall mean Data provided by the Judicial Branch in addition to any Data derived therefrom, metadata, and Data collected or maintained by Contractor in connection with services provided under the Contract.

m) "NCAOC" or "Client" shall mean the North Carolina Administrative Office of the Courts.

n) "Non-Qualified Products" are hardware and Software not supplied or approved by the Contractor, and Products for which NCAOC does not allow Contractor to incorporate modifications.

o) "Products" include Tyler Software, Deliverables, or Documentation, as listed in the Cost Proposal & Payment Schedule.

p) "Professional Manner" means that the Contractor's personnel performing services will possess the skill and competence consistent with the prevailing business standards in the applicable section of the information technology industry.

q) "SaaS Fees" means those fees set forth in the Cost Proposal & Payment Schedule for payment of SaaS Services.

r) "SLA" means the service level agreement for the Cloud Service set forth in Paragraph 3.

s) "Software" is Data executable or interpretable by a Computer to perform one or more tasks.

t) "Support" means one or more services rendered to assist users or administrators with the Cloud Service or the Tyler Software, including but not limited to, Tyler Software updates and other maintenance and support services, all if and as described in this Contract.

u) "Support Call Process" means the support call process applicable to all of Tyler's customers who have licensed the Tyler Software. A copy of Tyler's current Support Call Process is included in Paragraph 7.

v) "Term" means the ten (10) year period commencing on the first day of the month following the Effective Date.

w) "Tyler Software" means Contractor's proprietary software, including any integrations, custom modifications, or other related interfaces identified in the Cost Proposal & Payment Schedule and licensed by Contractor to NCAOC through this Contract. The Tyler Software also includes embedded third-party software that Contractor is licensed to embed in Contractor's proprietary software and sub-license to NCAOC.

2) CLOUD SERVICE

Tyler shall provide the Cloud Service hosted initially on Microsoft AZURE Government Cloud domain infrastructure dedicated to NCAOC. In the event that Tyler proposes to migrate the Cloud Service to another host, a formal amendment of this Contract shall be required under Paragraphs 33 and 43 below.

During the term of this Contract, including any renewals or extensions thereof, Tyler shall comply with: (1) any and all certifications and accreditations in connection with the Contract or legal requirements applicable to Tyler's provision of the Cloud Service; and (2) National Institute of Standards and Technology (NIST) 800-53 information security standard or its equivalent.

NCAOC may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations except as required by applicable law; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, or assist a third party in building or supporting, products or services competitive to Contractor; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Contract.

Judicial Branch Data is classified as follows under NIST 800-60:

Information and Information System Security Objectives	Potential Impact Levels
Confidentiality	High
Integrity	High
Availability	High

3) CLOUD SERVICE LEVELS

I. Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to NCAOC to ensure the availability of the SaaS Services that Tyler will provide in connection with the Contract.

II. Definitions. Except as defined below, all defined terms have the meaning set forth elsewhere in the Contract.

- **"Attainment"** means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section III.c., below, in which NCAOC has Service Availability.

- **"Client Error Incident"** means any service unavailability resulting from NCAOC applications, content or equipment, or the acts or omissions of any NCAOC service users or third-party providers over whom Tyler exercises no control and which Tyler did not directly cause or create.

- **"Disaster"** means an event that renders any portion of a data center's infrastructure used in connection with the Contract both inoperable and unrecoverable.

- **"Downtime"** means those minutes during which the Tyler Software is not available for NCAOC use.

- **"Emergency Maintenance"** means (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and NCAOC.

- **"Force Majeure,"** for purposes of this SLA only, means an event beyond the reasonable control of NCAOC or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that: (a) could not with reasonable diligence be foreseen or prevented by NCAOC or Tyler, and (b) did not arise out of or result from, or was not caused by, the negligence or willful misconduct of the Party who or which declares force majeure. For all other purposes under this Contract, the definition of "force majeure" set forth in Paragraph 37 shall apply.

- **"Scheduled Downtime"** means those minutes during which the Tyler Software is not available for NCAOC use due to Tyler's scheduled maintenance windows.

- **"Service Availability"** means that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Scheduled Downtime, Emergency Maintenance, Client Error Incidents and Force Majeure.

- **"RPO"** means Recovery Point Objective and refers to the maximum data loss per declared Disaster event during any calendar month throughout the Contract Term that could occur following a Disaster.

- **"RTO"** means Recovery Time Objective and refers to the amount of time per declared Disaster event during any calendar month throughout the Contract Term that it takes for the SaaS Services to become operational following a Disaster.

III. Service Availability

Subject to the terms of this SLA, Tyler will provide the Tyler Software to NCAOC with a Service Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Contract Term. Tyler has set Service Availability goals and measures under the terms of this SLA (see Section III.c, herein), regardless of whether Tyler has met those goals by tracking Attainment. Tyler will monitor the SaaS Services under this SLA twenty-four (24) hours per day every day of the calendar year and shall undertake commercially reasonable efforts to address any service issues that impact the 100% Attainment target.

Tyler shall, at no additional charge to NCAOC, make a determination, in good faith, of when Service Availability has not been achieved based on its severity downtime reports, Incident reports and other available information, which Tyler shall, at no additional charge, make available for auditing by NCAOC at NCAOC's request.

a. NCAOC Responsibilities

Whenever NCAOC experiences Downtime, NCAOC must follow the Support Process defined in Paragraph 7. Tyler shall provide NCAOC with a support Incident number for tracking purposes.

NCAOC must document, in writing by Help Desk ticket, all Downtime that is experienced during each calendar quarter throughout the Contract Term. NCAOC must deliver such documentation for any given calendar quarter to Tyler within thirty (30) days of that quarter's end. The documentation shall include the supporting Incident number(s) and corresponding Downtime(s) experienced.

b. Tyler Responsibilities

Tyler shall use commercially reasonable efforts to notify NCAOC that Downtime has occurred as soon as it is confirmed, either through automated monitoring systems or by other mutually agreed-upon means.

When the Tyler support team receives notice from NCAOC that Downtime has occurred or is occurring, Tyler will work with NCAOC to identify the cause of the Downtime and will work with NCAOC to resume normal operations.

Upon timely receipt of NCAOC Downtime report noted in Section III.a, above, Tyler will compare that report to its own outage logs and support tickets to confirm that Downtime for which Tyler is responsible occurred.

Tyler will respond to NCAOC's Downtime report within thirty (30) days of receipt. To the extent that Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide NCAOC with the Client Relief set forth below.

NCAOC will have thirty (30) days to dispute the outcome findings in writing which were provided by Tyler.

At no additional charge to NCAOC, NCAOC may request from Tyler, and Tyler shall promptly provide to NCAOC, a detailed, written report that documents all Emergency Maintenance matters that were undertaken during any preceding calendar quarter, including all related or associated remedial actions or matters that were undertaken in response to each Emergency Maintenance identified in the report.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide NCAOC with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule shown in the table below.

Notwithstanding the above, the total amount of all relief that would be due to NCAOC under this SLA each calendar quarter will not exceed 50% of the then-current quarterly SaaS Fees. The total credits for any such Client Relief to which NCAOC is entitled under this SLA for each calendar quarter will be reimbursed in the form of a credit that will be applied to NCAOC's next quarterly billing cycle. Issuing of such credit in accordance with this paragraph does not relieve Tyler of its obligations under the Contract and this SLA to correct the problem which created the service interruption.

Every calendar quarter, Tyler will compare confirmed Downtime to Service Availability under this SLA. If the Actual Attainment does not meet the Targeted Attainment, as shown in the table below, the corresponding Client Relief, as shown below, will apply on a quarterly basis throughout the Contract Term. For the avoidance of doubt, Attainment for purposes of the Client Relief Schedule below will be calculated based on the Service Availability of the Tyler Software excluding the Odyssey File & Serve System.

Targeted Attainment	Actual Attainment	Client Relief
100%	100% - 99.5%	Prompt, remedial action will be taken.
	99.49% - 99.0%	5% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle
	98.99% - 98.5%	10% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle
	98.49% - 95%	20% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle
	<95%	50% credit of 55% of the then-current quarterly SaaS Fees for the affected calendar quarter will be posted to the next billing cycle

At no additional charge to NCAOC, Tyler will provide a written report from Tyler that documents the preceding calendar quarter's Service Availability, Downtime, any root cause, and all remedial actions that have been/will be taken, and any credits that may be issued. Tyler will provide such written report that documents any preceding calendar month's Service Availability, Downtime, root cause analysis, and all remedial actions, within thirty (30) days of the end of the quarter.

If Attainment is less than 95% for three (3) or more calendar months in any consecutive twelve (12) month period, then NCAOC has the right, but not the obligation, to: (a) terminate the Contract immediately in accordance with the applicable early termination provisions contained in the Contract; and (b) receive a cash refund from Tyler, either by check or wire transfer, of any prepaid but unused quarterly SaaS Fees to NCAOC's designated office or account, whichever is most applicable, within sixty (60) days from the effective date of such termination.

IV.   Applicability

The commitments set forth in this SLA do not apply during Scheduled Downtime, Client Error Incidents, Emergency Maintenance and Force Majeure. For the avoidance of doubt, if Tyler is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance shall be included in the calculation of Attainment.

Tyler performs maintenance on the Tyler Software during limited windows that are historically known to be reliably low-traffic times. As of the Effective Date of the Contract, Tyler's performs such maintenance on Sundays between 7:00 a.m. and 11:00 a.m. Eastern Time. Tyler will provide NCAOC with advance written notice of any change to the current maintenance schedule. If and when any such maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with NCAOC. In instances where maintenance of any part of the Tyler Software requires Scheduled Downtime, Tyler will provide written notice to NCAOC at least seventy-two (72) hours prior to any scheduled maintenance. Scheduled Downtime will not exceed four (4) hours per calendar month, unless two weeks' advance written notice is provided by Tyler. All minutes of Scheduled Downtime which (a) exceed four (4) hours per calendar month, and (b) NCAOC was not given at least two (2) weeks' advance written notice, shall be included in the calculation of Attainment under this SLA.

If Downtime is known to be necessary to perform any Emergency Maintenance, then Tyler shall use commercially reasonable efforts to notify NCAOC in writing, a minimum of four (4) hours, or as early as is reasonably practicable, prior to the start of such maintenance.

Tyler and NCAOC agree that Tyler has the right to perform scheduled maintenance that is designed not to impact Service Availability at any time. Any Scheduled Downtime will be excluded from calculation of Attainment, except as specifically noted in the second paragraph of this subsection entitled "Applicability." To ensure optimal performance of the SaaS Services, Tyler reserves the right to perform unscheduled Emergency Maintenance at any time.

V.   Force Majeure

NCAOC will not hold Tyler responsible for not meeting Service Availability levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with NCAOC a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this SLA. NCAOC will not unreasonably withhold its acceptance of such a request.

VI.   Backup and Recovery

Tyler will provide the SaaS Services in a highly available architecture to protect the Judicial Branch Data and ensure Service Availability as described in Section III, herein. Tyler will utilize at least two (2) operational data centers that are geographically disparate and equally capable of providing the SaaS Services to NCAOC pursuant to the terms of the Contract. In the event of a Disaster, Tyler will recover the Judicial Branch Data and continue to provide the SaaS Services at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. Tyler will provide Client Relief, as shown in the table set forth immediately below, to NCAOC for any calendar month(s) where the RPO or RTO targets are not met. For the purposes of the table set forth below, the term "Actual Achievement" means actual time taken by Tyler to achieve the Service Level.

Description	Actual Achievement	Client Relief
RPO	<2 Hours	Prompt, remedial action will be taken
	>2 Hours	100% credit against the then current monthly (1/3 of quarterly fee) SaaS Fees for each affected calendar month to be applied to NCAOC's next invoice

RTO	<4 Hours	Prompt, remedial action will be taken
	>4 Hours	100% credit against the then current monthly (1/3 of quarterly fee) SaaS Fees for each affected calendar month to be applied to NCAOC's next invoice

Tyler will audit the average CPU and memory utilization of web application and database servers on a monthly basis. If average CPU or memory utilization exceeds the percentages in the table below, adjustments will be made to the SaaS environment to restore such percentages below the maximum average CPU and memory utilization. Average server utilization is calculated during business hours (i.e., Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time). Upon client's written request, once per quarter, Tyler will provide metrics on average utilization.

Application Tier	Maximum Average CPU Utilization	Maximum Average Memory Utilization
Web Application Servers	80%	80%
Database Server	75%	N/A

Without limiting the foregoing, Tyler agrees that scaling the environment appropriately to address performance concerns driven by the need for additional hardware can be performed as needed, independent of a scheduled audit. Tyler resources will monitor the environment to determine the scope of additional resources needed to ensure the environment is sized appropriately.

Representatives of Contractor and NCAOC shall meet as often as may be reasonably requested by either party to review the performance of the Cloud Service and to discuss technical plans, financial matters, system performance, service levels, and any other matters related to the Contract.

Changes to SLA
Contractor may not change the SLA during the Term in any manner that adversely affects NCAOC or degrades the service levels applicable to NCAOC without NCAOC's written approval.

4) TYLER SOFTWARE UPDATES AND UPGRADES
During the Term, Contractor shall make updates and upgrades available to NCAOC at no additional cost when Contractor makes such updates and upgrades generally available to its users, as further described in Paragraph 7.

5) CLOUD SUBSCRIPTION TERMS AND PRICING
   a) Contractor hereby grants to NCAOC a license to (i) access and use the Cloud Service, (ii) use the Tyler Software as embodied or used in the Cloud Service, and (iii) view, copy, download (if applicable), and use Documentation.
   b) No terms, including a standard click-through license or website terms of use or privacy policy, shall apply to NCAOC unless NCAOC has expressly agreed to such terms.
   c) The SaaS Fees for the Cloud Service shall be in accordance with the Cost Proposal & Payment Schedule.

d) Quarterly, Tyler shall detail any audit, true-up, true-forward, or equivalent procedure employed by Tyler. Tyler shall describe how it measures storage in its procedure and how NCAOC shall be able to verify and validate such measurements. Tyler shall provide NCOAC with access to storage information and permit resizing of usage commitments based upon storage reporting.

6) **DISASTER RECOVERY AND BUSINESS CONTINUITY**
   a) Contractor shall maintain and follow a disaster recovery plan designed to maintain the Judicial Branch's access to the Cloud Service and to prevent the unintended destruction or loss of Judicial Branch Data. The disaster recovery plan shall provide for a "secondary site" backup facility in a geographically separate region which represents a replicated data center with equivalent capacity of the primary production center. The secondary site shall be equipped with all the necessary hardware, Software, and network connectivity to allow near real-time replication of the production application server Data. Production workload and network connectivity can be failed over to the secondary site within four (4) hours, thus ensuring minimal Downtime. Replication and appropriate network connectivity shall provide for less than two (2) hours' loss of Judicial Branch Data via replication technology and network connectivity between data centers. The secondary site shall be continuously online and running without disruption so as to ensure Data synchronization between the sites with allowed exceptions for maintenance.
   b) Contractor shall test the production environment disaster recovery at minimum once annually, working with NCAOC at mutually agreed to scheduling dates. Disaster recovery test dates shall be scheduled twelve (12) months in advance of actual test dates.
   c) Contractor shall monitor the secondary site's functionality and provide quarterly reports to NCAOC showing that the secondary site's replication environment is active and working in accordance with the specifications herein.
   d) In addition to the secondary site backup system, Contractor shall back up Judicial Branch Data no less than twice daily to one (1) off-site location, a "hardened" facility located within the continental United States at a location chosen by Tyler. Backups shall provide for a 30-day retention period with Monday through Saturday Data backups consisting of incremental Data, and Sundays being a full Data backup.

7) **SUPPORT AND MAINTENANCE – SUPPORT PROCESS**
   I.   Support Channels

Tyler provides the following channels of support for NCAOC's authorized users, designated by NCAOC in accordance with Tyler's registration process:

   (1) **On-line submission (portal)** – for Priority Level 2 through 4 Incidents or Defects noted in the table below, NCAOC's authorized users may submit unlimited support Incident or Defect requests through the customer relationship management portal available at the Tyler website via www.tylertech.com.
   (2) **Telephone** – for Priority Level 1 through 4 Incidents or Defects noted in the table below, NCAOC's authorized users receive toll-free, unlimited telephone software support via 877-874-8499 between the hours of 8:00 a.m. to 8:00 p.m. Eastern Time. Additionally, Priority Level 1 Incidents or Defects may be reported at the number above until 10:00 p.m. Eastern Time.

II. Support Availability

Tyler's primary support is available during the local business hours of 8 a.m. to 8 p.m. Eastern Time, Monday through Friday. Tyler will provide emergency support outside of local business hours for Priority Level 1 Incidents or Defects as such Incident or Defect is noted in the table contained in Section III.b, below. Emergency support for such Priority Level 1 Incidents or Defects that arise between 10:00 p.m. and 8:00 a.m. Eastern Time and on Saturdays and Sundays must be reported via: 800-965-0383. Tyler's holiday schedule is outlined below. Tyler will provide emergency support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

III. Incident or Defect Handling

For the avoidance of doubt, each reference to Incident(s) includes Defect(s).

a. Incident or Defect Tracking

Every support Incident or Defect is logged into Tyler's Customer Relationship Management System and given a unique Incident or Defect number. This system tracks the current status and history of each Incident or Defect. The Incident or Defect tracking number is used to track and reference open Incidents or Defects when NCAOC contacts Tyler's support personnel. NCAOC may track Incidents or Defects, using the Incident or Defect number, through the portal at Tyler's website or by calling support directly.

b. Incident or Defect Priority

Each Incident or Defect is assigned a priority level, which corresponds to NCAOC's needs and deadlines. Tyler and NCAOC will reasonably set the priority of the Incident or Defect pursuant to the chart below for all submitted Incidents or Defects. The goal is to help guide NCAOC toward clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

Reference to a "confirmed support Incident" or "confirmed support Defect" means that Tyler and NCAOC have successfully validated the reported Incident or Defect.

Priority Level Incidents or Defects	Characteristics of Support Incidents or Defects	Resolution Targets
1 Critical	Support Incidents or Defects that cause (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. Examples include: unable to save a case record, unable to book a jailing, failure of any integration, all users unable to take a payment, and all jobs failing.	Tyler shall provide an initial response to Priority Level 1 Incidents or Defects within one (1) hour of receipt of the Incident or Defect. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defect provide a circumvention procedure within eight (8) hours.
2 High	Support Incident or Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 Incidents or Defects within four (4) business hours of receipt of the Incident or Defects. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defects or provide a circumvention procedure within five (5) business days, except as set forth in Section III.c(6), below.
3 Medium	Priority Level 1 Incident or Defect with an existing circumvention procedure, or a Priority Level 2 Incident or Defect that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 Incidents or Defects within one (1) business day of receipt of the Incident or Defects. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defects without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.

Priority Level Incidents or Defects	Characteristics of Support Incidents or Defects	Resolution Targets
4 Non-critical	Support Incident or Defect that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 Incidents or Defects within two (2) business days of receipt of the Incident or Defect. Once the Incident or Defect has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support Incidents or Defects, as well as cosmetic issues, with a future version release.

    c.   Incident or Defect Escalation

Tyler's support duties and obligations consists of four (4) types of personnel:

    (1) Application Support Representatives: responsible for responding & resolving Incidents or Defects;
    (2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives;
    (3) Support Managers: responsible for the management of support teams; and
    (4) Client Success Account Managers: responsible for day-to-day account management.

In addition to the identified personnel:

    (5) If Tyler is unable to resolve any Priority Level 1 or 2 Incident or Defect as listed immediately above or the priority of an issue has elevated since initiation, then NCAOC may escalate the Incident or Defect to Tyler's Client Success Account Manager. Tyler's Client Success Account Manager will meet with NCAOC's designated personnel and any of its assigned Tyler staff to establish a mutually agreeable plan for addressing the applicable Incident or Defect.
    (6) If NCAOC, in good faith, determines that a Priority Level 2 Incident or Defect has a critical impact to NCAOC's business operations and requires a faster response and resolution time than set forth in the table above, NCAOC may escalate the issue and request it be worked as a Priority Level 1 Incident or Defect. NCAOC must provide Tyler with an explanation of the business impact experienced by NCAOC.

    d.   Remote Support Tool

Tyler will provide remote support directly to the SaaS System to troubleshoot and resolve Incidents or Defects. In an instance where remote access is required to a NCAOC System, NCAOC will timely provide Tyler with the appropriate level of access to obtain the necessary information to resolve an Incident or Defect. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to NCAOC's system and view the site's setup, diagnose problems or assist with screen navigation.

e. Additional Support Resources

A number of additional training and support resources are available to NCAOC as set forth below and can be accessed via www.tylertech.com:

(1) Tyler Website –for accessing client tools, documentation and other information including support contact information.

(2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(3) Program Updates – where development activity is made available for client consumption.

(4) Tyler University – online training courses on Tyler Products available to authorized users throughout the Term of the Contract.

IV. Maintenance Terms and Conditions

1) Support Call Process. In addition to the terms set forth in the SLA and the Support Call Process, Contractor shall:
    a. perform Contractor's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
    b. provide telephone support during Contractor's established support hours;
    c. maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;
    d. make available to NCAOC all major and minor releases to the Tyler Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
    e. provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Contractor's then-current release life cycle policy.
2) Maintenance and Support does not include the following services:
    a. onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above);
    b. application design;
    c. other consulting services;
    d. support outside Contractor's normal business hours as listed in Contractor's then-current Support Call Process. Requested services such as those outlined in this section will be billed to NCAOC on a time and materials basis at Tyler's then current rates. NCAOC must request those services with at least one (1) weeks' advance notice.
3) Contractor may require local administrative security rights to perform remote support services, in which case Contractor must seek prior approval from NCAOC. NCAOC acknowledges that Contractor's warranty and support obligations under the Contract are contingent on receiving reasonable access to the Tyler Software.
4) Contractor is not required to provide support for Non-Qualified Products, or for any other software or functionality not supplied under the Contract. NCAOC is responsible for removing Non-Qualified Products to allow Contractor to perform Support services.

5)   Contractor shall notify NCAOC at least sixty (60) days prior to any major update or upgrade of the Tyler Software.

6)   Contractor shall notify NCAOC at least five (5) days prior to any minor update or upgrade, including hotfixes and installation of service packs, except in the case of an emergency such as a security breach or a response to a Level 1 or 2 Incident or Defect.

8) ACCESS TO PERSONS AND RECORDS

Pursuant to N.C.G.S. §147-64.7, NCAOC, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other division of NCAOC pursuant to the performance of the Contract or to costs charged to the Contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Term of this Contract and any extension thereto.

9) RECORDS AND AUDITS

a)   Contractor shall maintain accurate, reasonably detailed records pertaining to:
   i.   The substantiation of claims for payment under this Contract;
   ii.   SLA documentation required by this Contract; and
   iii.   All other books, records, and accounts of the Contractor insofar as they relate to transactions with NCAOC.

b)   Audit of Records.
   i.   NCAOC, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with NCAOC pursuant to the performance of the Contract or to costs charged to the Contract.
   ii.   NCAOC or its designated agent shall have the right, upon reasonable notice to Contractor, to audit, review and copy, or contract with a third party to audit the following records:
      a.   Records collected by Contractor pursuant to this Paragraph;
      b.   The performance records of Contractor including daily and weekly service quality statistics required under this Contract; and
      c.   Other Contractor records that may reasonably relate to the Contract.
   iii.   Such records shall be made available at no cost in a format that can be downloaded or otherwise duplicated.

Additional audit or reporting requirements may be required by federal or State law or regulation. See, e.g., N.C.G.S. § 147-64.7. The parties shall mutually agree to address such additional requirements in cooperation with each other.

c)   Audit of Infrastructure, Systems, Hosting, Controls, and Security.

Upon request by NCAOC, the Contractor shall provide complete SSAE-16 SOC 2, Type II reports to NCAOC upon validation of an NDA. The Contractor shall take corrective action to resolve any exceptions, material weaknesses, or control deficiencies identified in the SOC report. Additional audit or reporting requirements may be required by federal or State law or regulation. See, e.g., N.C.G.S. § 147-64.7. The parties shall mutually agree to address such additional requirements in cooperation with each other.

10) JUDICIAL BRANCH DATA

a) The Judicial Branch retains full right and title to Judicial Branch Data. All Judicial Branch Data shall be and remain the sole and exclusive property of the Judicial Branch.

b) The Judicial Branch shall be able to access and retrieve its Data at its sole discretion. Subject to terms of this Contract, the Judicial Branch shall have the right to access all Judicial Branch Data, regardless of who created the content and for what purpose.

c) Contractor shall not collect, access, or use Judicial Branch Data except as reasonably necessary to perform its obligations under the Contract. Contractor shall be provided a license to Judicial Branch Data hereunder for the sole and exclusive purpose of performing its obligations under the Contract. Vendor shall not use any information collected in connection with the Contract, including Judicial Branch Data, for any purpose other than fulfilling its obligations under the Contract.

d) Contractor shall treat Judicial Branch Data as confidential information. No Judicial Branch Data may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the Term of the Contract in perpetuity.

e) At no time shall any Judicial Branch Data or processes which either belong to the Judicial Branch, or are for the Judicial Branch's exclusive use, be copied, disclosed, or retained by Contractor for subsequent use in any transaction that does not include the Judicial Branch.

f) Judicial Branch Data and any copies thereof shall remain at all times within the continental United States. Contractor shall disclose to NCAOC the identity of any third-party host of Judicial Branch Data prior to the signing of the Contract.

g) NCAOC may export Judicial Branch Data at any time without costs or penalties during the Term of the Contract or for up to twelve (12) months after the Term (so long as Judicial Branch Data remains in the Contractor's possession). Contractor shall assist NCAOC in exporting and extracting Judicial Branch Data, in a format usable without the use of proprietary Products and as agreed to by NCAOC, at no additional cost.

h) After ensuring that NCAOC has its own copy, Contractor shall perform its obligations set forth in Paragraph 40(c).

i) To the extent that any applicable law prevents Contractor from destroying or erasing Judicial Branch Data as described in the preceding subsections, Contractor shall retain, in its then current state, all such Judicial Branch Data then within its right of control or possession in accordance with the confidentiality, security and other requirements of the Contract, and perform its obligations with respect to destruction and erasure and give notice thereof to NCAOC as soon as such law no longer prevents it from doing so.

11) DATA PRIVACY AND SECURITY

a) All Judicial Branch Data and backups or copies thereof shall remain in the continental United States.

b) Contractor shall comply with all laws related to data privacy and security applicable to its performance under this Contract.

c) Contractor shall not access the Judicial Branch's user accounts or Judicial Branch Data except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at NCAOC's written request.

d) Contractor may not share Judicial Branch Data with its parent company, other affiliate, or any other third party without NCAOC's express written consent or otherwise permitted or required under this Contract.

e) Contractor shall provide a secure environment for Judicial Branch Data. Contractor, as part of its performance under this Contract, shall protect and prevent unauthorized access to and use or modification of, the Cloud Service and Judicial Branch Data.

f) Contractor shall encrypt Judicial Branch Data in transit and at rest.

g) Judicial Branch Data shall be partitioned from other Data in such a manner that access to it shall not be impacted or forfeited due to eDiscovery, search and seizure, or other actions by third parties obtaining or attempting to obtain Contractor's records, information, or Data for reasons or activities that are not directly related to the Judicial Branch's business.

h) NCAOC and Contractor shall notify each other of any legal requests for each other's Data (e.g., discovery or public records requests) within five (5) business days. Relevant Data shall be preserved in its entirety during the duration of any litigation hold, including maintaining any media that was used for backup of the Data which Contractor shall make reasonably available for searching. Contractor shall not provide Judicial Branch Data to individuals, groups, or organizations making records requests unless directed to do so by an authorized NCAOC official or otherwise required by applicable law. The Data requested shall be reviewed and potentially redacted or removed from provision by authorized Contractor or NCAOC officials, as applicable, in order to ensure compliance with the North Carolina General Statutes and other applicable law.

i) In the event of any breach of the Cloud Service's security that adversely affects Judicial Branch Data or Contractor's obligations with respect thereto, or any evidence that leads Contractor to reasonably believe that such a breach is imminent, Contractor shall immediately notify NCAOC. Contractor shall (i) identify the affected Judicial Branch Data and (ii) inform NCAOC of the actions it is taking or shall take to reduce the risk of further loss to the Judicial Branch. Contractor shall provide NCAOC the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure to the extent permitted by law.

j) Contractor shall comply with its obligations under N.C.G.S. Chapter 75, Article 2A as may be revised from time to time.

k) NCAOC shall be responsible for, and mitigate risk by, utilizing a private NIST compliant SFTP to transmit Data to the awarded Contractor ("Initial Conduit"). Contractor is responsible for all compliance requirements and data security controls for all Data-at-rest and Data-in-transit outside of the Initial Conduit.

12) WARRANTIES & DISCLAIMER

a) Minimum warranties for the Cloud Service, Tyler Software, and Documentation shall include:

    i) Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for Contractor to provide the Cloud Service and Tyler Software to NCAOC. The Cloud Service and Tyler Software and associated materials do not infringe any intellectual property rights of any third party. Contractor knows of no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

ii) The Contractor-provided Computer operating environment into which the Cloud Service, Tyler Software, and Documentation are installed will be in good working order (operating in conformance with applicable standard specifications and functions).

iii) The Cloud Service and Tyler Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to NCAOC's information systems.

iv) The Cloud Service and Tyler Software do not contain any timer, counter, lock or similar device (other than security features specifically approved by NCAOC in the Contract) that inhibits or in any way limits NCAOC's ability to use the Products as authorized under this Contract.

v) NCAOC shall notify Contractor if any Cloud Service, Tyler Software, and Documentation does not conform to an applicable warranty during the term of the Contract. Contractor shall, at its option, either repair or replace any Cloud Service, Tyler Software, and Documentation reported as not in conformance with the applicable warranty during the term of the Contract without charge to NCAOC as set forth in this Contract. The repair or replacement of the Cloud Service, Tyler Software, and Documentation shall be new or equivalent to new in performance and fully warranted as set forth under this Contract.

vi) Contractor warrants that its support and customer service and assistance will be performed in accordance with generally accepted industry standards for the duration of the Contract. Throughout this period, Contractor shall provide telephone assistance to NCAOC as further detailed in Paragraph 7 of the Contract.

b) Professional Services Warranty. Tyler will perform the professional services, including but not limited to Cloud Service and custom modification services, if any, to the Tyler Software, in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to NCAOC.

c) Contractor warrants that personnel shall be qualified and shall provide services in a Professional Manner.

d) Contractor warrants that it shall not knowingly or negligently enter into any agreement with a third party that abridges the rights of NCAOC under the Contract.

e) Tyler Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Contract. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process, the SLA, the Issue Handling process set forth in Paragraph 7 and the Support Process as set forth in the Contract. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, NCAOC's warranty rights are limited to Tyler's Defect resolution obligations set forth above; NCAOC does not have separate rights against the developer of the embedded third-party software. If Tyler cannot cure a Defect consistent with this warranty, NCAOC may exercise other rights under this Contract.

f) **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS CONTRACT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13) SUPPLEMENTAL SaaS WARRANTIES

In addition to other warranties set forth in the Contract, Contractor shall warrant that:

   a) Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for Contractor to provide the Cloud Service to the Judicial Branch;

   b) The Cloud Service shall perform materially as required by the Contract;

   c) Contractor shall provide to the Judicial Branch commercially reasonable continuous and uninterrupted access to the Cloud Service in accordance with the SLA and in accordance with the Contract, and shall not interfere with the Judicial Branch's access to and use of the Cloud Service during the Term of the Contract;

   d) The Cloud Service is compatible with and shall operate successfully with any environment (including Web browser and operating system) as required by the Contract; and

   e) Contractor and its employees, subcontractors, partners, and third-party providers have taken all necessary and reasonable measures to ensure that the Cloud Service provided shall be free of Trojan horses, back doors, known security vulnerabilities, malicious code, degradation, or breach of privacy or security.

14) ACCESSIBILTY STANDARD

Contractor shall comply with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 as applicable to the public facing component of the Tyler Software. The required conformance level shall be AA. The Contractor shall make available, during the Term of the Contract, Vendor personnel to discuss accessibility and compliance with the WCAG 2.0 standards.

15) LICENSE TO SOFTWARE DESIGNATED PROPRIETARY BY THE CONTRACTOR

   a) Contractor grants NCAOC a non-transferable and non-exclusive enterprise license and right to use the Tyler Software and Documentation furnished to NCAOC pursuant to this Contract solely for NCAOC's internal business purposes. The Tyler Software will be made available to NCAOC according to the terms of the SLA. NCAOC acknowledges that Contractor has no delivery obligations and will not ship copies of the Tyler Software as part of the SaaS Service.

   b) Software provided pursuant to this Contract may, in some circumstances, be accompanied by a clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" or similar button on a dialog box or pop-up window as part of the installation process for the Software. With respect to NCAOC and Judicial Branch employees and agents, the sole purpose of any clickwrap agreement shall be to operate as the mechanism for the installation of the Tyler Software. **All terms and conditions of any clickwrap agreement provided with any Tyler Software shall have no force and effect and shall be non-binding on NCAOC and Judicial Branch employees and agents, including Authorized Users as defined in the Electronic Filing Exhibit attached as Exhibit "C" hereto.** NCAOC's right to use the Tyler Software neither transfers, vests, nor infers any title or other ownership right in any intellectual property right of Contractor or any third party. NCAOC's right to use neither transfers, vests, nor infers any title or other ownership right in any source code associated with the Tyler Software unless otherwise agreed by the Parties, and will not be construed as a sale of any ownership rights in the Tyler Software.

16) INTELLECTUAL PROPERTY

a) Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Contract. NCAOC does not acquire under this Contract any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

b) The Documentation is licensed to NCAOC and may be used and copied by its employees only for internal, non-commercial reference purposes except as required by applicable law.

c) NCAOC retains all ownership and intellectual property rights to the Judicial Branch Data.

17) USE OF SOFTWARE AND INFORMATION

All Tyler Software and Documentation furnished to NCAOC under the Contract:

a) Shall be used by NCAOC only to install, operate, or maintain the Product for which they were originally furnished, if any;

b) Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Contract; and

c) Shall, together with any copies, except copies for NCAOC's archival purposes containing NCAOC's business records, be returned to Contractor or destroyed when no longer needed or permitted for use with the Product for which they were initially furnished.

18) ESCROW OF PROPRIETARY SOFTWARE AND INFORMATION

a) The Contractor shall place in escrow with an independent escrow agent the Contractor Software provided pursuant to this Contract, including, but not limited to, a complete copy of the executable code, object libraries, application program interfaces, and complete documentation of all aspects of the system including, but not limited to, compiling instructions, design documentation, technical documentation, user documentation, hardware and Software specifications, drawings, and records.

b) Contractor agrees the source code and other material in escrow is the same being used in fulfilling Contractor's obligations under the Contract upon installation and on an ongoing basis.

c) Contractor shall release source code only if Client is enrolled as beneficiary in Contractor's source code escrow program, and there is a failure of Tyler to function as a going concern or operate in the in the ordinary course or Tyler is subject to voluntary or involuntary bankruptcy.

19) INDEMNITY

a) Contractor shall indemnify and hold harmless NCAOC from any and all third party liabilities, claims, damages, costs, expenses, and actions, including reasonable attorneys' fees, for (i) personal injury or property damage that are caused by or arise from, the negligent or wrongful acts or omissions of the Contractor under the Contract; (ii) a failure to comply with any State or federal statute, law, regulation, or act applicable to Contractor's performance under the Contract; (iii) a breach of Contractor's confidentiality obligations pursuant to this Contract; or iv) as a result of a breach of Judicial Branch Data for which Contractor is responsible.

b) Contractor, at its own expense, shall defend any action brought against NCAOC to the extent that such action is based upon a claim that the Tyler Software or Documentation supplied by the Contractor, or the use or operation thereof, infringes on a patent, copyright, or trademark or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded or agreed in settlement against NCAOC in any such action.

c) Should any Tyler Software become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor may, at its option and expense and without obligation to do so, either procure for NCAOC the right to continue using the Tyler Software or replace or modify the same to cure the infringement. Alternatively, Contractor may decide to litigate the claim to judgment, in which case NCAOC may continue to use the Tyler Software consistent with the terms of this Contract. If further use of the Contractor Software is prevented by injunction, the Contractor shall either procure for NCAOC the right to continue using the Tyler Software or replace or modify the same to cure the infringement. If, in the sole opinion of NCAOC, the return of such Products or Tyler Software makes the retention of other items acquired from the Contractor under this Contract impractical, NCAOC shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. NCAOC may also pursue its other rights under the Contract.

d) Contractor will not be required to defend or indemnify NCAOC if any claim by a third party against NCAOC for infringement or misappropriation results from NCAOC's alteration of any Contractor-branded product or Product or Software, use in contradiction of this Contract, or from the continued use of services and Products after receiving notice they infringe on a trade secret of a third party.

e) The foregoing indemnities and defenses by the Contractor shall be conditioned on the following:
   i) That the Contractor shall be notified within a reasonable time in writing by NCAOC of any such claim; and,
   ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided however, that NCAOC shall have the option to participate in such action at its own expense. This section in no way limits the rights and duties of the North Carolina Attorney General to represent NCAOC.
   iii) NCAOC agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

20) LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS CONTRACT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO NCAOC'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, TWO TIMES THE VALUE OF THE CONTRACT ON THE EFFECTIVE DATE; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS CONTRACT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO PARAGRAPH 19.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21) TRANSPORTATION

Transportation charges for Software shall be FOB Destination unless delivered by internet or file-transfer as agreed by NCAOC or otherwise specified in the Contract.

22) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of NCAOC, the Judicial Branch, or the State of North Carolina for the purpose of obtaining any Contract or award issued by NCAOC. Subsequent discovery by NCAOC of non-compliance with this provision shall constitute sufficient cause for immediate termination of the Contract and any other Contracts with the Contractor. Violations of this provision may also result in debarment of the Contractor.

23) AVAILABILITY OF FUNDS

Any and all payments by NCAOC are expressly contingent upon and subject to the appropriation, allocation and availability of funds to NCAOC for the purposes set forth in the Contract. If the Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, NCAOC's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the Term of the Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract *is expressly contingent upon* the appropriation, allocation, and availability of funds by the North Carolina General Assembly for the purposes set forth in the Contract. If funds to effect payment are not available, NCAOC will provide written notification to Contractor. Upon receipt of such notice, or if the Contract is terminated under this paragraph, Contractor will agree to promptly terminate any services supplied to NCAOC under the Contract. NCAOC shall remit payment for fees for the Tyler Software or other Products and services, including but not limited to Cloud Service and professional services, delivered prior to the date of the aforesaid notice.

24) PAYMENT TERMS

The manner in which the fee will be paid will be based on the payment terms in the Contract.

   a) SaaS Fees. SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the Term as set forth in this Contract. Quarterly SaaS Fees for the Term are set forth in the Cost Proposal & Payment Schedule. Upon expiration of the initial Term, quarterly SaaS Fees will be agreed upon by the Parties.
   b) Other Tyler Software and Services. Implementation and other professional services (including Deliverables) are billed and invoiced in accordance with the milestone billing schedule set forth in the Cost Proposal & Payment Schedule.

25) ACCEPTANCE PROCESS FOR SERVICES TO BE DELIVERED UNDER THE STATEMENT OF WORK

As part of the Project Management Plan milestone under the Statement of Work, the Parties will memorialize mutually agreeable acceptance criteria for any service milestone (also referred to as a Deliverable in the Statement of Work and Cost Proposal & Payment Schedule) to which the Parties reasonably agree acceptance criteria should apply. NCAOC will accept a service milestone only if it conforms to such acceptance criteria. If a lack of conformance is found, NCAOC will notify the Contractor of the non-conformance. Contractor must remedy the non-conformance and resubmit a corrected service milestone. NCAOC will review the corrected service milestone to verify whether the identified deficiency has been corrected. NCAOC's review of any service milestone and the time allotted for Contractor to correct any deficiency will be in accordance with the project schedule, and will be part of the memorialized process described above.

If Contractor is unable to correct all documented areas of non-conformance for a given service milestone within the mutually agreed to timeframe to be established as set forth above, then NCAOC may at its option:

a) Continue reviewing the service milestone and require the Contractor to continue until any deficiencies are corrected or eliminated;

b) Request that Contractor provide, at its expense, a replacement service for further review; or

c) After completion of the process set forth in this section, and providing notice of default in accordance with the Contract, terminate this Contract in whole or in part in accordance with its terms.

26) CONTRACTOR'S PERFORMANCE/PERFORMANCE GUARANTEES

The selected Contractor's performance shall be monitored and findings will be recorded over the duration of the Contract term to ensure satisfactory fulfillment of all Contract obligations. Such performance may include but is not limited to: services provided, product specification compliance, use case fulfillment, timeliness, workmanship, compliance with other provisions of the Contract, and the prompt, complete and satisfactory resolution of any Contract discrepancies. The record of such performance will be considered in the evaluation of any future bids.

27) KEY PERSONNEL

Contractor's personnel, once accepted by NCAOC, shall be deemed to be key personnel for the purposes of the Contract. Contractor shall use commercially reasonable efforts to maintain the consistency of assigned personnel. Should any key personnel become unavailable to work under the Contract for any reason, the Contractor shall timely propose qualified replacements. If, in the judgment of NCAOC, such proposed replacements are not satisfactory, NCAOC shall have the right to terminate the existing Contract for convenience in accordance with its terms.

28) SECURITY AND BACKGROUND CHECKS

Contractor shall conduct a national criminal background check on all its staff involved in the work of this Contract, regardless of whether that staff is an employee, subcontractor, or other agent of the Contractor. Any expense related to the background check process is the sole responsibility of the Contractor. Staff shall receive training and continuously maintain his or her CJIS certification as long as he or she performs or provides any such service or is associated with this Contract. Tyler requires that all employees with potential access to CJI sign the CJIS certification page. Tyler keeps this signed form on a FIPS encrypted secure Kiteworks site, and will provide NCAOC access to this site throughout the Contract Term. If any staff is convicted of a felony of any type or of a misdemeanor involving an act of violence, larceny, or the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance after being assigned to work under the Contract, Contractor shall immediately remove said staff from any involvement in the work of the Contract and inform NCAOC Contract Administrator of such removal, including nonconfidential information of such removal.

NCAOC may require proof of security background check at any time during the term of the Contract. Contractor shall provide a copy of the background check, with confidential elements redacted, to NCAOC Contract Administrator within 24-hours of such a request. NCAOC may refuse access to or require replacement of any such personnel for demonstrated change in security status or non-compliance with NCAOC's security policy. NCAOC's removal of Contractor personnel pursuant to this requirement shall not relieve Contractor of its obligations to perform all work in compliance with the terms of the Contract.

NCAOC may reject or bar any Contractor personnel, whether employee or agent, from the State facilities for cause. Facilities, as used herein, shall comprise physical locations, internet based resources or interfaces, intranet resources, or informational resources.

29) CONFIDENTIALITY OF CONTRACTOR'S INFORMATION

NCAOC shall use best efforts to maintain the confidentiality of Tyler's confidential information subject to the North Carolina Public Records Act (PRA), N.C.G.S. § 132-1, *et seq.* Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from the PRA. Vendor may designate information, Products, Software or appropriate portions of its RFP response as confidential, consistent with and to the extent permitted under applicable law or the PRA, by appropriately marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the PRA or other applicable law. The Vendor shall not mark all pages of its offer "CONFIDENTIAL." *However, under no circumstances shall price information be designated as confidential unless the PRA is amended to exempt pricing information from disclosure.*

NCAOC agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The Contractor, should it wish to prevent the disclosure of such information, shall attempt to obtain a protective order from a court of competent jurisdiction if Contractor contends that the requested information is confidential pursuant to the PRA or other applicable law. If an action is brought pursuant to N.C.G.S. § 132-9 to compel NCAOC to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel should it wish to prevent the disclosure of such information and participate in defending NCAOC, including any public official(s) or public employee(s). The Contractor agrees that it shall hold NCAOC and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against NCAOC in the action. NCAOC shall have the rights, at its option and expense, to participate in the defense of the action through its counsel. NCAOC shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law.

30) ASSIGNMENT

Contractor shall not assign the Contract or its obligations thereunder notwithstanding whether an assignment is voluntary, by operation of law, or otherwise.
However, upon written request and after written approval by NCAOC, NCAOC may:
  a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or,
  b) Include any person or entity designated by Contractor as joint payee on the Contractor's payment.
In no event shall such approval and action obligate NCAOC to anyone other than the Contractor, and the Contractor shall at all times remain responsible for all obligations contained in the Contract. The foregoing notwithstanding, NCAOC approval is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets. Contractor shall provide timely notice of such assignment in accordance with applicable laws and regulations.

31) NOTICES

Any notices required under the Contract shall be delivered to the Contract Administrator for each party. Unless otherwise specified in the Contract, any notices shall be delivered in writing by U.S. Mail, commercial courier, email, facsimile, or by hand.

32) TITLES AND HEADINGS

Titles and Headings in the Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

33) AMENDMENTS AND ADDENDA

The Contract shall not be amended orally or by performance. Any amendment or addenda shall be made in written form and signed by duly authorized representatives of NCAOC and Contractor.

34) TAXES

NCAOC is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Exemption forms submitted by the Contractor will be completed and returned to the Contractor by NCAOC. Prices offered shall not include any personal property taxes or any sales or use taxes or fees. The North Carolina Department of Revenue has issued sales and use tax exemption number 400040 to NCAOC.

35) GOVERNING LAWS, JURISDICTION, AND VENUE

The Contract shall be made under, governed, and construed in accordance with the laws of the State of North Carolina. The place of the Contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, and enforcement shall be determined. Contractor will agree and submit, solely for matters relating to the Contract and any amendments thereto, to the jurisdiction and venue of the state or federal courts serving Wake County.

36) DISPUTE RESOLUTION PROCSS & DEFAULT

   a) The Parties agree to provide each other with written notice within forty-five (45) days of becoming aware of any dispute over performance or payment, or any other obligation under this Contract. The Parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, the Parties will proceed to non-binding mediation before a single North Carolina mediator jointly selected by Tyler and NCAOC. Nothing in this Paragraph shall prevent NCAOC or Contractor from seeking necessary injunctive relief from a federal or State court of competent jurisdiction in North Carolina during the dispute resolution process.

   b) In the event Contractor fails to conform to any material requirement of the Contract, notice of the failure shall be provided by NCAOC. If the failure is not cured, or a mutually agreeable cure process is not confirmed, within thirty (30) days of such notice, and after resort to the above dispute resolution process, NCAOC will be permitted to terminate the Contract in accordance

with Paragraph 39 below. Default may be cause for debarment. The rights and remedies of NCAOC provided herein and in Paragraph 39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

c) Should NCAOC fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase, or other consequences due to NCAOC's failure. However, Contractor shall use reasonable efforts to mitigate such delays, costs or expenses. Any deadline that is adversely affected by NCAOC's failure to perform shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

37) FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations under the Contract if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, civil insurrection, earthquake, hurricane, tornado, other catastrophic natural event or act of God, or any other State or national emergency.

38) COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its performance of its obligations under this Contract. The Contractor shall take all necessary action to comply with all federal and State requirements concerning its employees regarding fair employment and employment of people with disabilities, and concerning the treatment of all its employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

39) TERMINATION

a) Any notice or termination made under the Contract shall be transmitted via U.S. Certified Mail with Return Receipt Requested. The period of notice for termination shall begin on the day the Return Receipt is signed and dated.

b) The Parties may mutually terminate this Contract by written agreement at any time.

c) NCAOC may terminate the Contract, in whole or in part, as follows:

   i) Termination for Default: In the event any Product or service furnished by the Contractor during performance fails to conform to the requirements of the Contract, and the failure is not cured, or a mutually agreeable action plan to address is not created, within thirty (30) days after providing written notice thereof to Contractor and resort to the dispute resolution process. Resort to the dispute resolution process shall not relieve the Contractor of liability to NCAOC for damages allegedly sustained by NCAOC arising from Contractor's breach of the Contract.

   ii) Termination for Convenience Without Default: NCAOC may terminate the Contract, in whole or in part, by giving thirty (30) days prior notice in writing to the Contractor. Voluntary or involuntary bankruptcy or receivership by Contractor shall be cause for termination under this subsection.

d) Payment Due Upon Termination: In the event of termination, NCOAC will pay Contractor for all undisputed fees and expenses related to the Software, Products, or services NCOAC has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than NCOAC's termination for cause must have been submitted to the invoice dispute resolution process prior to notice of termination.

e) Tyler may terminate this Contract if (1) NCAOC fails to pay the SaaS Fees, (2) the Parties have completed the dispute resolution process, and (3) NCAOC does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate. Tyler shall not terminate or withhold SaaS Services, support, or maintenance provided under the Contract until the Contract has been terminated.

40) TRANSITION AND EXIT ASSISTANCE

Upon or prior to expiration, termination, or cancellation of the Contract, Contractor shall reasonably cooperate to work with NCAOC and the new Contractor (if any) to ensure an orderly transition of services and responsibilities under the Contract. Specifically, Contractor agrees to the following:

a) Without additional cost, Contractor shall assist NCAOC by providing a copy of the database and all related unstructured Judicial Branch Data (e.g., documents, images, etc.) and structured Judicial Branch Data in a non-Tyler proprietary format that maintains the Judicial Branch Data's relational integrity.

b) In the event that Contractor's successor experiences delays in implementation of successor's system, Contractor shall extend the Contract on a month-to-month basis with payments as agreed by NCAOC and Contractor.

c) Upon completion of the transition, Contractor agrees to delete or destroy all Judicial Branch Data in the production environment and give reasonable assurances to NCAOC when this is completed. Any data remaining in backups shall continue to be subject to the confidentiality requirements of this Contract if incapable of being removed by commercially reasonable efforts.

d) Any transition services requested by NCAOC involving additional knowledge transfer and support, if provided by Contractor, may be subject to a separate transition statement of work (SOW) on a time and materials basis either for a fixed fee or at rates to be mutually agreed upon by the Parties.

e) If NCAOC determines in its sole discretion that a documented transition plan is necessary, then NCAOC shall provide notice of such necessity to Contractor such that the parties may, no later than sixty (60) days prior to termination, jointly create a written transition plan document identifying transition services to be provided and including a SOW if applicable. Both Parties shall comply with the transition plan document both prior to and after termination as needed. Such transition plan document shall be provided at Contractor's then-current rates.

41) SEVERABILITY AND SURVIVAL

In the event that a court of competent jurisdiction holds that a provision or requirement of the Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Contract shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained in the Contract shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

42) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT

The Parties agree that NCAOC shall be entitled to all rights and benefits of the federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

43) SUBCONTRACTING

Aside from its hosting provider, Contractor shall not subcontract the performance of the obligations in the Contract with third parties, or change subcontractors, without NCAOC's prior written consent. If NCAOC approves any subcontractor(s), the subcontractor shall adhere to the same standards and performance requirements as the Contractor unless otherwise noted in such approval. Any Contracts made between the Contractor and a subcontractor after execution of this Contract shall include affirmative statements that: (i) NCAOC is the intended third-party beneficiary of the subcontract; and (ii) the subcontractor has no agreement with NCAOC. Notwithstanding any other term herein, Contractor shall timely exercise its Contract remedies against any non-performing subcontractor and, when appropriate, request permission from NCAOC to substitute another subcontractor. In no event shall NCAOC be obligated to any party other than the Contractor, and the Contractor shall remain responsible to NCAOC for all Contract obligations.

44) TIME IS OF THE ESSENCE

Time will be of the essence in the performance of the obligations contained in the Contract according to the project deadlines and other milestones mutually agreed to by the Parties as set forth in the Statement of Work.

45) INDEPENDENT CONTRACTORS

Contractor and its employees, officers and executives, as well as subcontractors, if any, shall be independent Contractors under the Contract, and not employees or agents of NCAOC. The Contract shall not operate to form a joint venture, partnership, trust, agency, or any other business relationship.

46) INSURANCE REQUIREMENTS

During the Term of the Contract, the Contractor, at its sole cost and expense, shall maintain in full force and effect, the insurance described below. Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are rated no less than A-VIII, or equivalent, in the most current available "Best's Key Rating Guide," or equivalent, and shall be issued by companies authorized to provide such coverage in North Carolina by the North Carolina Insurance Commissioner. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. Commercial General Liability and Automobile Liability insurance required under the Contract shall be issued in the name of the Contractor with NCAOC named as additional insured. Upon request, Contractor shall provide proof of coverage in the form of a current certificate of insurance and applicable blanket endorsements before commencement of work and upon policy renewals. At a minimum, the Contractor shall provide the following coverage and limits:

a) Privacy/Cyber Professional Liability Policy including Technology Errors and Omissions in the minimum amount of twenty million dollars ($20,000,000) per occurrence and twenty million dollars ($20,000,000) in the aggregate;

b) Worker's Compensation – The Contractor shall provide and maintain Worker's Compensation insurance as required by the laws of the State of North Carolina, as well as employer's liability coverage with minimum limits of one hundred thousand dollars ($100,000), covering all of Contractor's employees who are engaged in any work under the Contract. If any work is subcontracted, the Contractor shall require subcontractor to provide the same coverage for any of the subcontractor's employees engaged in work under the Contract;

c) Commercial General Liability – Generable Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; and,

d) Automobile – Automobile Liability Insurance to include, liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be one million dollars ($1,000,000) combined single limit.

47) ADVERTISING/PRESS RELEASES

The Contractor absolutely shall not publicly disseminate any information concerning the Request for Proposal or any Contract without the prior written approval of NCAOC Procurement Services in coordination with the NCAOC Communications Office, which shall not be unreasonably withheld. The foregoing notwithstanding, Contractor is permitted to list NCOAC as a client on its client lists upon written approval by NCAOC, which shall not be unreasonably withheld.

48) SERVICES REQUIREMENTS

a) Additional Services. The Cost Proposal & Payment Schedule contains the scope of services and related costs (including programming and interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if NCAOC uses or requests additional services, Tyler will provide NCOAC with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in any subsequent addendum or change order will be valid for ninety (90) days from the date of the quote.

b) Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for Tyler personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if NCAOC repeatedly cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), NCAOC will be liable for all (a) non-refundable expenses incurred by Tyler on NCAOC's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will make all reasonable efforts to reassign personnel in the event NCAOC cancels within two (2) weeks of scheduled commitments. If Tyler intends to exercise this provision, Tyler will provide an estimate of the cost at the time of NCAOC's cancellation request.

c) Site Access and Requirements. At no cost to Tyler, NCAOC agrees to provide Tyler with full and free access to NCAOC personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the Parties. NCAOC agrees that it is NCAOC's responsibility to ensure that NCAOC satisfies the then-current system requirements, if any, minimally required to run the Tyler Software.

d) Client Assistance. NCAOC acknowledges that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of NCAOC personnel, as well as Tyler's. NCAOC agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Contract.

49) INVOICING AND INVOICE DISPUTES.

    a)   If NCAOC believes any Tyler Software or services do not conform to the warranties in this Contract, NCAOC will provide Tyler with written notice within thirty (30) days of NCAOC's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues NCAOC contends are in dispute so that Tyler can confirm the issue and respond to NCAOC's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in NCAOC's notice. Tyler will work with NCAOC as may be necessary to develop an action plan that outlines reasonable steps to be taken by the Parties to resolve any issues presented in NCAOC's notice. NCAOC may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action item(s) outlined in the action plan because of NCAOC's failure to complete the item(s) agreed to be done by NCAOC, and NCAOC does not rectify that failure within a commercially reasonable timeframe after Tyler has notified NCAOC of it, then Tyler may demand immediate full payment of the invoice.

    b)   Tyler will invoice NCAOC the SaaS Fees and fees for other professional services as indicated in the Cost Proposal & Payment Schedule, subject to Paragraph 49(a).

50) COUNTERPARTS.

This Contract may be executed in counterparts.

[The remainder of this page is intentionally left blank.]

Contract between NCAOC & Tyler
Reference #2019-61

IN WITNESS HEREOF, the parties have executed this Contract as of the Effective Date.

Tyler Technologies, Inc.

_____
Signature

_____
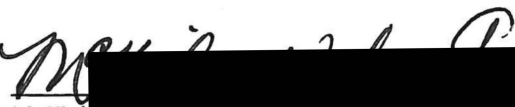Name Typed or Printed

Chief Legal Officer
Title

ATTEST WITNESS:

_____
Witness Signature

And_____
Name Typed or Printed

Date: June 7, 2019

NC Administrative Office of the Courts

_____
McKinley Wooten, Jr.
Interim Director

Date: 6/7/19